

United States Bankruptcy Court

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA

DEC 28 1992

BARBARA A. EVERLY, CLERK

For the NORTHERN District of IOWA
IN RE: JAMES-TRANSIT PLAZA-DRUG, INC., Chapter 7
Debtor.

Case No. X92-00416S

DONALD H. MOLSTAD, Trustee Plaintiff
v.

DAVID JAMES and
GREENVILLE PHARMACY,

Defendants

Adversary Proceeding No. 92-5159XS

JUDGMENT

- ☐ This proceeding having come on for trial or hearing before the court, the Honorable
WILLIAM L. EDMONDS, United States Bankruptcy Judge, presiding, and
the issues having been duly tried or heard and a decision having been rendered.

[OR]

- ☒ The issues of this proceeding having been duly considered by the Honorable
WILLIAM L. EDMONDS, United States Bankruptcy Judge, and a decision
having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED:

that Greenville Pharmacy shall turn over to the trustee the remaining payments of \$450.00 per month. Greenville Pharmacy shall not be required to deduct from such payments any Social Security and withholding taxes as such property is property of the bankruptcy estate and not wages of David James.

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copies mailed with order
on 12/28/92

BARBARA A. EVERLY

Clerk of Bankruptcy Court

[Seal of the U.S. Bankruptcy Court]

Date of issuance: 12-28-92

By:

[Signature]

Deputy Clerk

JDrug.643
12/14/92 DHM

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION

FILED
U.S. BANKRUPTCY COURT S.D.
NORTHERN DISTRICT OF IOWA
DEC 28 1992
BARBARA A. EVERLY, CLERK

IN RE:

JAMES-TRANSIT PLAZA-DRUG,
INC.,

CHAPTER 7
BANKRUPTCY NO. X-92-00416S

Debtor.

ADVERSARY NO. 92-5159XS

DONALD H. MOLSTAD, TRUSTEE

Plaintiff

vs.

DAVID JAMES, AND
GREENVILLE PHARMACY

ORDER

Defendants.

THIS matter comes to the Courts attention upon the Motion for Default filed by the Plaintiff herein. The Court having read the record and being duly advised in the premises finds:

1. That an adversary was filed in these proceedings on August 5, 1992, against David James and Greenville Pharmacy.

2. That due and timely service of the summons was served upon the Defendants and that no answer has been filed by either defendant.

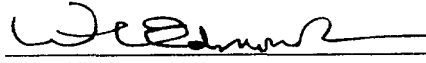
3. That said parties are in default and the Plaintiff is entitled to judgment.

4. That the employment agreement entered into between Defendant, David James and Greenville Pharmacy, Inc., was made for the benefit of David James and such benefits should have been


for the benefit of the debtor and the creditors of this estate and that the proceeds of such employment agreement should accordingly be turned over to the Trustee herein.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Greenville Pharmacy shall turnover to the Trustee the remaining payments of \$450.00 per month. Greenville Pharmacy shall not be required to deduct from such payments any Social Security and Withholding Taxes as such property is property of the bankruptcy estate and not wages of David James.

Dated this 24th day of December, 1992.


JUDGE

PREPARED BY:


Donald H. Molstad (3755)
TRUSTEE/PLAINTIFF

I certify that on 12-28-92 I mailed copies of this order by U.S. mail to: Donald H. Molstad, David James (in Sioux City and Illinois), Robert Rehan, Robert Rehal and U. S. Trustee. *ff*